

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmember's

FROM/PHONE: Daniel J. Oyler, Acting Public Works Director
954-797-1240

SUBJECT: Resolution

AFFECTED DISTRICT: District 3

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACCEPT THE BID RECOMMENDATION FOR THE HIATUS ROAD AT ORANGE DRIVE INTERSECTION IMPROVEMENTS

REPORT IN BRIEF: The bid was advertised state wide in Florida Bid Reporting and Nationally in Bid Net and also posted on the Town's website. The Town received three (3) bid responses for the intersection improvements at Hiatus Road and Orange Drive. The recommendation is for Williams Paving Company as the lowest responsive and responsible bidder.

PREVIOUS ACTIONS: None

CONCURRENCES: The recommended award had been reviewed by the Public Works Department, the Consulting Engineering firm, and the Bid Specification Committee whom concur with the decision to award the bid to Williams Paving Company.

FISCAL IMPACT:

Has request been budgeted? Yes

If yes, expected cost: \$909,898.00

If no, amount needed:

What account will funds be appropriated from: 030-3403-541-6310

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Resolution, Bid Recommendation, Procurement Authorization, copy of Williams Paving bid, Incorporation Information.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE
APPROPRIATE TOWN OFFICIALS TO ACCEPT THE BID
RECOMMENDATION FOR THE HIATUS ROAD AT ORANGE DRIVE
INTERSECTION IMPROVEMENTS

WHEREAS, The Town desires to improve the Intersection of Hiatus Road and Orange Drive;
and

WHEREAS, The Town solicited sealed bids for the Hiatus Road and Orange Drive
improvements; and

WHEREAS, after review, the Town Council wishes to accept the bid from Williams Paving
Company.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE,
FLORIDA:

SECTION 1. That the Town Council hereby accepts the bid from Williams Paving Company
for the Intersection Improvements for Hiatus Road and Hiatus Road in the amount of \$909,898.00.

SECTION 2. The Town Council hereby authorizes the expenditures from account number 030-
3404-541-6310.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006.

MAYOR/COUNCIL MEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006.

PUBLIC WORKS

MEMORANDUM

To: Herb Hyman, Procurement Manager

From: Dan Oyler, Acting Public Works Director

Date: July 24, 2006

Re: Bid Recommendation for Hiatus Road at Orange Drive Turn Lane Improvements Bid No. B-06-40

The Public Works Department has reviewed the three (3) bids and the recommendation letter from Craven Thompson and agree with their analysis and recommend that the project be awarded to Williams Paving Company.

TOWN OF DAVIE PROCUREMENT AUTHORIZATION

| ACCOUNT NUMBER | BUDGET ITEM & DESCRIPTION | APPROXIMATE COST |
|-------------------|---------------------------|------------------|
| 030-3904-591-6310 | HIATUS ROAD IMPROVEMENTS. | \$775,000 |

CAP IMP - HIATUS RD.

METHOD OF PROCUREMENT (check the one that applies)

- ☒ Open Competitive Bidding
☐ Piggyback on Contract Number _____
☐ Sole Source
☐ Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed *Bernie Burrell*
Department Head

Have Funds been Reserved Res. 34493

Date 5/2/06 Signed *[Signature]*

Signed *[Signature]*
Town Administrator

| VENDOR | BIDS SUBMITTED | COST |
|-----------------------------------|----------------|----------------|
| WILLIAMS PAVING COMPANY, INC. | | \$909,898.00 |
| BUDGET CONSTRUCTION COMPANY, INC. | | \$952,681.70 |
| WICKLEY ASPHALT PAVING, INC. | | \$1,391,285.80 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Signed *[Signature]*
Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

| Vendor | Cost |
|-------------------------------|--------------|
| WILLIAMS PAVING COMPANY, INC. | \$909,898.00 |

SECTION 00300

BID FORM

HIATUS ROAD ORANGE DRIVE TURN LANE IMPROVEMENTS

SUBMITTED: June 13, 2006
Date

This Bid is submitted to: Town Council, Davie, Florida

1. The undersigned, as Bidder, hereby declares that he is acquainted with the site of the construction as shown on the drawings and specifications and has fully acquainted himself with the work to be done; that he has thoroughly examined the drawings, Specifications and all contract Documents pertaining thereto; and has read any and all Addenda issued prior to the opening of Bids; all as designed under the ENGINEER'S Project Number 04-0125-001-03.
2. The Bidder proposes and agrees, if this Bid is accepted, to furnish all necessary materials, tools, construction equipment, all necessary transportation and labor to complete the construction as shown, detailed and described in the Specifications and on the drawings.
3. It is understood by the Bidder that the quantities in the following quotation form are given for the purpose of the bid comparison only.
4. It is understood by the Bidder that all bid item amounts shall be submitted. In the event any item is not included, rejection of the Bid will be considered by the Owner.
5. It is understood that certain portions of the bid section may be deleted from the awarded contract at the Owner's discretion.
6. The Bidder acknowledges that included in the various items of the Bid and in the total bid price are cost for complying with the Florida Trench Act of 1990.
7. The Bidder agrees that, if Awarded the Contract, he will sign the Contract Documents within seven (7) calendar days of the Notice of Award; that he will commence the work on the date stated in the Notice to Proceed; and that he will have the work substantially complete for Owner beneficial Occupancy within 210 calendar days from said date and will have the entire work fully complete within 30 calendar days after Substantial Completion. If not liquidated damages will be assessed at the rate of \$500.00 per day.
8. The Bidder is licensed as a Contractor to perform the work or services contemplated by this bid and holds License No. 88-1019 issued by Broward County, Florida or in the alternative, is qualified by examination or reciprocity to be so licensed to do this work.

BIDDER Williams Paving Company, Inc

ADDRESS 11300 N.W. South River Drive

Hiatus Road at Orange Drive
Turn Lane Improvements
CT&A Project No. 04-0125-001-03

Board of County Commissioners, Broward County Florida
BROWARD COUNTY OCCUPATIONAL LICENSE TAX

FOR PERIOD OCTOBER 1, 2005 THRU SEPTEMBER 30, 2006

☒ RENEWAL ☐ TRANSFER SEC # 1137 TAX 137.00

☐ NEW DATE BUSINESS OPENED 07/03/04

STATE OR COUNTY CERTREG # 4424-1-1-14

Business Location Address:

11300 NW 30TH AVE

COVINGTON, GA 30045

PHONE: (404) 255-4505

| PENALTIES IF PAID | |
|--|---------------------|
| OCT. - 10% | NOV. - 15% |
| DEC. - 20% | After DEC. 31 - 25% |
| * Plus Tax Collection Fee of up to \$25.00 Based on Cost of License if Paid On or After November 30. | |

| ACCOUNT NUMBER | |
|----------------|------------|
| 1137 | 0000000000 |

| | |
|-------|--------|
| TOTAL | 137.00 |
|-------|--------|

WILLIAMS PAYING TO NIC
JENSEN KATHERINE
11300 NW 30TH AVE
MIDDLEBURY, FL 32178-0000

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED
TO PUBLIC VIEW AT THE LOCATION ADDRESS ABOVE.



TYPE OF LICENSE TAX PAID
SING OR MULTIPLE PERMITS
SING

2005 - 2006

BROWARD COUNTY REVENUE COLLECTOR
115 S. Andrews Avenue, Governmental Center Annex
FORT LAUDERDALE, FL 33301
www.broward.org/revenue

PAYMENT RECEIVED AS VALIDATED ABOVE *SEE INSTRUCTIONS ON BACK OF LAST COPY

PAID 07/09/06 7015073.0001 137.00



CERTIFICATE OF COMPETENCY

Detach and SIGN the reverse side of this card
IMMEDIATELY upon receipt! You should carry this
card with you at all times.

COLLINS, LAWRENCE L.
20221 SW 48 PL
SOUTHWEST RANCHES FL 33332-1097

BROWARD COUNTY, FLORIDA CERTIFICATE OF COMPETENCY

ENG 1A PRIMARY PIPELINES
CO# 92-1293 Ref: 06-12634
COLLINS, LAWRENCE L. - QUALIFYING
WILLIAMS PAVING CO INC
11300 NW SOUTH RIVER DR
MEDLEY FL 33178

EXPIRES 8/31/06 CTL# 11767

SCHEDULE OF BID ITEMS
PROPOSAL

HIATUS ROAD AT ORANGE DRIVE

TURN LANE IMPROVEMENTS

THE UNDERSIGNED, HEREINAFTER CALLED THE BIDDER, HEREBY DECLARES THAT HE OR SHE HAS CAREFULLY EXAMINED THE SITE OF THE PROPOSED WORK, ALSO THE PLANS AND SPECIFICATIONS NOTED THEREON, AND DOES HEREBY AGREE TO FURNISH LABOR, MATERIALS, TOOLS, EQUIPMENT AND INCIDENTALS AND TO SUSTAIN ALL THE EXPENSES INCURRED IN DOING THE WORK IN STRICT ACCORDANCE WITH THE SAID PLANS WHICH ARE REFERRED TO AND MADE A PART THEREOF AT THE FOLLOWING PRICES TO-WIT:

A. Demolition

| | <u>Item Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|-----------------------|----------------------------------|-----------------|-------------|---------------------|---------------------|
| 1. | Clearing and Grubbing | 1 | AC. | \$ <u>71,342.00</u> | \$ <u>71,342.00</u> |
| 2. | Pavement/Base Removal | 193 | S.Y. | \$ <u>12.00</u> | \$ <u>2,316.00</u> |
| 3. | Curb and Gutter Removal | 339 | L.F. | \$ <u>14.00</u> | \$ <u>4,746.00</u> |
| 4. | Guardrail Removal | 435 | L.F. | \$ <u>25.00</u> | \$ <u>10,875.00</u> |
| 5. | Concrete Sidewalk Removal | 315 | S.Y. | \$ <u>4.00</u> | \$ <u>1,260.00</u> |
| 6. | 3' High Bridge Wall Removal | 14 | L.F. | \$ <u>340.00</u> | \$ <u>4,760.00</u> |
| 7. | Wood Subdivision Sign Relocation | 2 | L.F. | \$ <u>100.00</u> | \$ <u>200.00</u> |
| 8. | 18" Drainage Pipe Removal | 27 | L.F. | \$ <u>39.00</u> | \$ <u>1,053.00</u> |
| Sub-Total Demolition: | | | | | \$ <u>96,552.00</u> |

B. Drainage Construction

| | <u>Item Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|----------------------------------|-------------------------------|-----------------|-------------|--------------------|----------------------|
| 1. | Slotted Manhole Risers | 6 | EA. | \$ <u>684.00</u> | \$ <u>4,104.00</u> |
| 2. | 5' x 5' Concrete Box Culvert | 816 | L.F. | \$ <u>444.00</u> | \$ <u>362,304.00</u> |
| 3. | 17" x 13" CMPA | 27 | L.F. | \$ <u>92.00</u> | \$ <u>2,484.00</u> |
| 4. | 17" x 13" Mitered End Section | 2 | EA. | \$ <u>1,218.00</u> | \$ <u>2,436.00</u> |
| 5. | Rip-Rap Headwall | 2 | EA. | \$ <u>4,978.00</u> | \$ <u>9,956.00</u> |
| 6. | Floating Turbidity Barrier | 60 | L.F. | \$ <u>11.00</u> | \$ <u>660.00</u> |
| Sub-Total Drainage Construction: | | | | | \$ <u>381,944.00</u> |

C. Roadway Construction

| | <u>Item Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|---------------------------------|---|-----------------|-------------|--------------------|----------------------|
| 1. | Regular Excavation (includes Swales) | 1,137 | C.Y. | \$ <u>17.00</u> | \$ <u>19,329.00</u> |
| 2. | Embankment (includes Canal) | 3,547 | C.Y. | \$ <u>19.00</u> | \$ <u>67,393.00</u> |
| 3. | 4" Limerock Curb Pad | 274 | S.Y. | \$ <u>13.00</u> | \$ <u>3,562.00</u> |
| 4. | 6" Limerock (Bridle Paths) | 252 | S.Y. | \$ <u>30.00</u> | \$ <u>7,560.00</u> |
| 5. | 8" Limerock Base | 2,294 | S.Y. | \$ <u>21.00</u> | \$ <u>48,174.00</u> |
| 6. | 12" Stabilized Subgrade | 2,787 | S.Y. | \$ <u>2.00</u> | \$ <u>5,574.00</u> |
| 7. | 1-1/4" Asphalt Type S-I | 2,294 | S.Y. | \$ <u>8.00</u> | \$ <u>18,352.00</u> |
| 8. | 3/4 " Asphalt Type S-III | 2,294 | S.Y. | \$ <u>5.50</u> | \$ <u>12,627.00</u> |
| 9. | Overlay Type S-III (3/4") only | 2,556 | S.Y. | \$ <u>5.50</u> | \$ <u>14,058.00</u> |
| 10. | Overlay Type S-III (3/4") and Type S-I (depth varies) | 3,152 | S.Y. | \$ <u>5.50</u> | \$ <u>17,336.00</u> |
| 11. | Type "F" Curb and Gutter | 988 | L.F. | \$ <u>13.00</u> | \$ <u>12,844.00</u> |
| 12. | Concrete Flume | 3 | EA. | \$ <u>2,065.00</u> | \$ <u>6,195.00</u> |
| 13. | Flowable Fill (Excavatable) | 40 | C.Y. | \$ <u>212.00</u> | \$ <u>8,480.00</u> |
| 14. | Flowable Fill (Non-Excavatable) | 31 | C.Y. | \$ <u>212.00</u> | \$ <u>6,572.00</u> |
| 15. | Reset Guardrail | 350 | L.F. | \$ <u>27.50</u> | \$ <u>9,625.00</u> |
| 16. | Guardrail Rounded End Section | 2 | EA. | \$ <u>3,240.00</u> | \$ <u>6,480.00</u> |
| 17. | End Anchorage (Type II) | 1 | EA. | \$ <u>3,240.00</u> | \$ <u>3,240.00</u> |
| Sub-Total Roadway Construction: | | | | | \$ <u>267,391.00</u> |

D. Sidewalk Construction

| | <u>Item Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|----------------------------------|-----------------------------|-----------------|-------------|-------------------|--------------------|
| 1. | 5' Concrete Sidewalk (6 in) | 550 | L.F. | \$ <u>5.00</u> | \$ <u>2,750.00</u> |
| 2. | 6' Asphalt Path | 20 | L.F. | \$ <u>33.00</u> | \$ <u>660.00</u> |
| 3. | Detectable Warning Surface | 22 | S.F. | \$ <u>40.00</u> | \$ <u>880.00</u> |
| Sub-Total Sidewalk Construction: | | | | | \$ <u>4,290.00</u> |

E. Signing and Striping

| <u>Item Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|---|-----------------|-------------|-------------------|---------------------|
| 1. Reflective Pavement Marker (Yellow/Yellow) | 231 | EA. | \$ <u>3.95</u> | \$ <u>912.45</u> |
| 2. Reflective Pavement Marker (Red/White) | 33 | EA. | \$ <u>3.95</u> | \$ <u>130.35</u> |
| 3. R1-1 Stop Sign (36" x 36") | 3 | EA. | \$ <u>190.00</u> | \$ <u>570.00</u> |
| 4. W11-7 Horse Crossing Sign (30" x 30") | 2 | EA. | \$ <u>185.00</u> | \$ <u>370.00</u> |
| 5. W16-9p Ahead Sign (24" x 12") | 2 | EA. | \$ <u>175.00</u> | \$ <u>350.00</u> |
| 6. Directional Arrow | 12 | EA. | \$ <u>45.00</u> | \$ <u>540.00</u> |
| 7. 6" Double Yellow | 3,522 | L.F. | \$ <u>1.40</u> | \$ <u>4,930.80</u> |
| 8. 18" Solid Yellow | 330 | L.F. | \$ <u>1.80</u> | \$ <u>594.00</u> |
| 9. 6" Solid Yellow | 445 | L.F. | \$ <u>0.70</u> | \$ <u>311.50</u> |
| 10. 6" Solid White | 4,156 | L.F. | \$ <u>0.70</u> | \$ <u>2,909.20</u> |
| 11. 24" Solid White | 82 | L.F. | \$ <u>2.80</u> | \$ <u>229.60</u> |
| Sub-Total Signing and Striping: | | | | \$ <u>11,847.90</u> |

F. Landscaping

| <u>Item Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|-------------------------|-----------------|-------------|-------------------|---------------------|
| 1. Bahia Sod | 5,016 | S.Y. | \$ <u>2.50</u> | \$ <u>12,540.00</u> |
| 2. Top Soil (6") | 5,016 | S.Y. | \$ <u>7.50</u> | \$ <u>37,620.00</u> |
| Sub-Total Landscaping: | | | | \$ <u>50,160.00</u> |

G. Miscellaneous

| <u>Item Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|------------------------------------|-----------------|-------------|---------------------|---------------------|
| 1. Mobilization | 1 | L.S. | \$ <u>64,202.10</u> | \$ <u>64,202.10</u> |
| 2. Maintenance of Traffic | 1 | L.S. | \$ <u>21,000.00</u> | \$ <u>21,000.00</u> |
| 3. Environmental Protection (SWPP) | 1 | L.S. | \$ <u>1,000.00</u> | \$ <u>1,000.00</u> |
| 4. Clearing and Grubbing | 1 | AC. | \$ <u>1.00</u> | \$ <u>1.00</u> |

Miscellaneous (Continued)

| | <u>Item Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|----|-------------------------|-----------------|-------------|--------------------|--------------------|
| 5. | Performance Bond | 1 | L.S. | \$ <u>5,755.00</u> | \$ <u>5,755.00</u> |
| 6. | Payment Bond | 1 | L.S. | \$ <u>5,755.00</u> | \$ <u>5,755.00</u> |

Sub-Total Miscellaneous: \$ 97,713.10

Project Grand Total: \$ 909,898.00

Total Price in Words: NINE HUNDRED NINE THOUSAND EIGHT HUNDRED
NINETY EIGHT DOLLARS AND NO CENTS

TOTAL PRICE: NINE HUNDRED NINE THOUSAND DOLLARS \$ 909,898.00
(Written) EIGHT HUNDRED NINETY EIGHT DOLLARS
AND NO CENTS

Executed by: Ron Smith-Vice President
(Type/Print Name)

For (Company): Williams Paving Company, Inc

Address: 11300 N.W. South River Drive

Medley, Florida 33178

Telephone Number: 305-882-1950

Fax Number: 305-882-1966

By: *Ron Smith*

Date: June 13, 2006

Note: Will you accept Town of Davie Visa Credit Card for payment (optional)?

Yes

No X

SECTION 00410

BID BOND

BIDDER (Name and Address):

WILLIAMS PAVING CO., INC.
11300 Northwest South River Drive
Medley, Florida 33178

SURETY (Name and Address of Principal Place of Business):

Liberty Mutual Insurance Company
1051 Winderley Place, #105
Maitland, Florida 32751

OWNER (Name and Address):

The Town of Davie
6591 Orange Drive
Davie, Florida 33314

BID

BID DUE DATE: June 13, 2006

PROJECT (Brief Description Including Location):

HIATUS ROAD AT ORANGE DRIVE TURN LANE IMPROVEMENTS;
PROJECT NO. 04-925-001-03

BOND

BOND NUMBER: N/A

DATE (Not later than Bid due date): June 13, 2006

PENAL SUM: Five Percent of Amount Bid

(Words)

5%

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Williams Paving Co., Inc.

(Seal)

Bidder's Name and Corporate Seal

By: Ronnie Smith

Signature and Title
Ronnie Smith, Vice President

Attest: Betty Jean Rodriguez

Signature and Title
Betty Jean Rodriguez, Secretary

SURETY

Liberty Mutual
Insurance Company

(Seal)

Surety's Name and Corporate Seal

By: Charles D. Nielson

Signature and Title

Attach Power of Attorney
Charles D. Nielson, Attorney-in-Fact
and Florida Resident Agent

Attest: Charles D. Nielson

Signature and Title

Witness

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

Hiatus Road at Orange Drive
Turn Lane Improvements
CT&A Project No. 04-0125-001-03

00410-1

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

(End of Section)

Hiatus Road at Orange Drive
Turn Lane Improvements
CT&A Project No. 04-0125-001-03

00410-2

1903215

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

MARY C. ACEVES, CHARLES J. NIELSON, WARREN ALTER, KRISTI MESSEL, LAURA CLYMER, CHARLES D. NIELSON, NICOLE M. WILLIAMS, DAVID R. HOOVER, ALL OF THE CITY OF MIAMI LAKES, STATE OF FLORIDA.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100** DOLLARS (\$ **50,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 13th day of March, 2006.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of March, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarized Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 13th day of June, 2006.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SECTION 00400
TRENCH SAFETY FORM

This form must be completed and signed by the Bidder. Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the bid, assures that the Bidder will perform trench excavations in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of ComplianceSLOPPED SHOULDERS

Amount

Total \$ 843.00

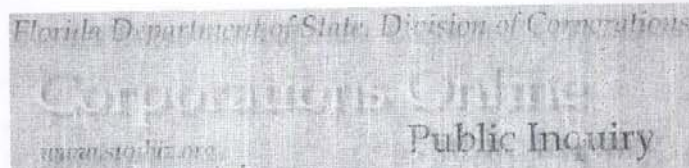
Bidder acknowledges that this amount is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Architect are not, responsible to review and assess all safety precautions, programs and costs, and the means, methods, techniques or technique adequacy, reasonableness of cost, sequences and procedures of any safety precaution, including, but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et seq. cited as the "Trench Safety Act Bidder" and is responsible to determine any safety or safety related standards that apply to the project.

[Signature]
Witness Signature[Signature]
Bidder SignatureALEX MARTINEZ
Witness Printed NameRON SMITH
Printed Name11300 NW South River Dr
Witness AddressV.P.
Title6/13/06
Date6/13/06
Date

Hiatus Road at Orange Drive
Turn Lane Improvements
CT&A Project No. 04-0125-001-03
Addendum No. 2

00400 - 1



Florida Profit

WILLIAMS PAVING CO., INC.

PRINCIPAL ADDRESS
11300 NW SOUTH RIVER DRIVE
MIAMI FL 33178
Changed 07/25/2002

MAILING ADDRESS
11300 NW SOUTH RIVER DRIVE
MIAMI FL 33178
Changed 07/25/2002

Document Number
234768

FEI Number
590895890

Date Filed
03/26/1960

State
FL

Status
ACTIVE

Effective Date
NONE

Registered Agent

| Name & Address |
|--|
| RODRIGUEZ, BETTY J 5751 THOROUGHbred LANE SOUTHWEST RANCHES FL 33350 |
| Name Changed: 04/17/2000 |
| Address Changed: 12/17/2001 |

Officer/Director Detail

| Name & Address | Title |
|--|-------|
| RODRIGUEZ, JOSE 5751 THOROUGHbred LANE SOUTHWEST RANCHES FL 33350 | P |
| RODRIGUEZ, BETTY J 5751 THOROUGHbred LANE SOUTHWEST RANCHES FL 33350 | ST |
| SMITH, RONNIE L 8053 N.W. 191ST STREET | |

| | |
|--|----|
| MIAMI FL 33015 | XX |
| COLLINS, LONNIE L 20221 SW 48TH PLACE | V |
| FT LAUDERDALE FL 33332 | |

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2004 | 01/21/2004 |
| 2005 | 01/04/2005 |
| 2006 | 01/09/2006 |

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 01/09/2003 -- ANNUAL REPORT
 07/25/2002 -- COR - ANN REP/UNIFORM BUS REP
 12/17/2001 -- ANN REP/UNIFORM BUS REP
 03/06/2001 -- ANN REP/UNIFORM BUS REP
 04/17/2000 -- ANN REP/UNIFORM BUS REP
 03/09/1999 -- ANNUAL REPORT
 03/16/1998 -- ANNUAL REPORT
 03/05/1997 -- ANNUAL REPORT
 03/29/1996 -- 1996 ANNUAL REPORT

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